

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RICARDO ORTIZ ORTIZ and ARIOSTO FAJARDO, *individually and on behalf of others similarly situated,*

Plaintiff,

-against-

ABITINO'S PIZZA 49TH STREET CORP.
(D/B/A ABITINO'S PIZZERIA), ABITINO'S
JFK LLC (D/B/A ABITINO'S PIZZERIA),
MARIO ABITINO, SALVADOR ABITINO,
and DOMINIQUE ABITINO, *et al,*

Defendants.

Case No. 19-CV-7380

**SETTLEMENT AGREEMENT
AND
RELEASE**

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and among Plaintiffs Ricardo Ortiz Ortiz ("Plaintiff Ortiz") and Ariosto Fajardo ("Plaintiff Fajardo") on the one hand, Defendants Abitino's Pizza 49th Street Corp. (d/b/a Abitino's Pizzeria), Abitino's JFK LLC (d/b/a Abitino's Pizzeria), ("Defendant Corporations"), and Mario Abitino, Salvador Abitino and Dominique Abitino, ("Individual Defendants", collectively, "Defendants"), on the other hand.

WHEREAS, Plaintiffs allege that they worked for Defendants as employees; and

WHEREAS, a dispute has arisen regarding Plaintiffs' alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court for the Southern District of New York District of New York, Civil Action No: 19-cv-7380 (hereinafter "the Litigation"), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendants deny any violation of federal and state wage and hour and overtime laws; and

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Payment: Defendants shall pay or cause to be paid to Plaintiffs, subject to the terms and conditions of this Agreement, and as full, complete, and final settlement and final satisfaction of any and all claims or potential claims Plaintiffs may have against Defendants through the Effective Date of this Agreement, including all counsel fees and costs incurred by Plaintiff, the gross sum of Twelve Thousand Dollars and No Cents (**\$12,000.00**) (the "Settlement Amount") to be paid to Plaintiffs as follows:

(a) Installment One: Payment shall be made Thirty Days (30) after court approval in the amount of Three Thousand Dollars (\$3,000) to be paid as follows:

One check for immediate deposit in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to Ricardo Ortiz Ortiz, one check for immediate deposit in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to Ariosto Fajardo, and one check for immediate deposit in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to "Michael A. Faillace, Esq., as Attorney for Plaintiff."

(b) Installment Two: Payment shall be made Sixty Days (60) after court approval in the amount of Three Thousand Dollars (\$3,000) to be paid as follows:

One check for immediate deposit in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to Ricardo Ortiz Ortiz, one check for immediate deposit in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to Ariosto Fajardo, and one check for immediate deposit in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to "Michael A. Faillace, Esq., as Attorney for Plaintiff."

(c) Installment Three: Payment shall be made Ninety Days (90) after court approval in the amount of Three Thousand Dollars (\$3,000) to be paid as follows:

One check for immediate deposit in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to Ricardo Ortiz Ortiz, one check for immediate deposit in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to Ariosto Fajardo, and one check for immediate deposit in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to "Michael A. Faillace, Esq., as Attorney for Plaintiff."

(d) Installment Four: Payment shall be made One Hundred Twenty Days (120) after court approval in the amount of Three Thousand Dollars (\$3,000) to be paid as follows:

One check for immediate deposit in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to Ricardo Ortiz Ortiz, one check for immediate deposit in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to Ariosto Fajardo, and one check for immediate deposit in the amount of One Thousand Dollars and Zero Cents (\$1,000.00) made payable to "Michael A. Faillace, Esq., as Attorney for Plaintiff."

The checks/payments set forth above shall be delivered to the office of Michael Faillace & Associates, P.C. to the attention of Michael Faillace, Esq., 60 East 42nd Street, Suite 4510, New York, NY 10165. Failure to deliver said checks shall constitute a default under the Agreement.

Concurrently with the execution of this Agreement, Defendants Abitino's Pizza 49th Street Corp. (d/b/a Abitino's Pizzeria), Abitino's JFK LLC (d/b/a Abitino's Pizzeria), Mario Abitino, Salvador Abitino and Dominique Abitino, shall each execute and deliver to Plaintiffs' counsel confessions of judgment ("Confessions of Judgment") in the form annexed hereto as Exhibits A thru E respectively. The Parties hereby acknowledge and agree that the Confessions of Judgments will be held in escrow by Plaintiffs and will not be entered and/or filed at any time other than (i) in the event that the Defendants fail to make any of the installment payments as set forth above,

i.e., one of the postdated checks fails to clear Plaintiffs' counsel's escrow account, and (ii) Defendants fail to cure such default within ten (10) days of receipt of written notice (to be delivered to Defendants by first class mail via their counsel, Anthony G. Mango, Esq., at 14 Penn Plaza, Suite 1919, New York, N.Y. 10122). Any such Notice of Default shall be deemed received two (2) days after it is mailed.

2. Release and Covenant Not To Sue: Plaintiffs hereby irrevocably and unconditionally release from and forever discharges and covenant not to sue Defendants, and for each of them, their heirs, successors, assigns, affiliates, parent organizations, subsidiaries, directors, owners, shareholders, members, agents, attorneys, legal representatives and managers any and all charges, complaints, claims, causes of action, suits, debts, liens, contracts, rights, demands, controversies, losses, costs and or expenses, including legal fees and any other liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether fixed or contingent (hereinafter referred to as "claim" or "claims") which Plaintiffs at any time has, had, claims or claimed to have against Defendants relating specifically to the claims in the Litigation that have occurred as of the Effective Date of this Agreement.

3. No Admission of Wrongdoing: This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

4. Modification of the Agreement: This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiffs and Defendants.

5. Acknowledgments: Plaintiffs and Defendants acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

6. Notices: Notices required under this Agreement shall be in writing and shall be deemed given on the second business day following first-class mailing thereof. Notice hereunder shall be delivered to:

To Plaintiffs:

Michael Faillace, Esq.
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd St. Suite 4510
New York, NY 10165
Tel: (212) 317-1200
Fax: (212) 317-1620
Email: michael@faillacelaw.com

To Defendants:

Anthony G. Mango, Esq.,

14 Penn Plaza, Suite 1919
New York, N.Y. 10122
Tel: 212-695-5454
Email: amango@mandilaw.com

7. Governing Law: This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal jurisdiction of the United States District Court for the Southern District of New York District of New York and the Supreme Court of the State of New York in any subsequent proceeding to enforce this Agreement.

8. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiffs agrees to promptly execute a release, waiver and/or covenant that is legal and enforceable.

9. Release Notification: Defendants advised Plaintiffs to discuss the terms of this Agreement and release of claims with his legal counsel and Plaintiffs acknowledges that he has consulted with Michael Faillace, Esq. of Michael Faillace & Associates, P.C., Plaintiffs acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that each of them made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with their attorneys. Plaintiffs confirms that this Settlement Agreement and Release has been translated to them in Spanish and that he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

10. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

PLAINTIFF:

By: Ricardo Ortiz Ortiz

Date: _____

By: Ariosto Fajardo
Ariosto Fajardo

Date: 01/28/2021

DEFENDANTS:

Defendant Corporations

By: Mario
Abitino's Pizza 49th Street Corp.
(d/b/a, Abitino's Pizzeria)

Date: 2/1/2021

By: Mario
Abitino's JFK, LLC
(d/b/a Abitino's Pizzeria)

Date: 2/1/2021

Individual Defendants

By: Mario
Mario Abitino

Date: 2/1/2021

By: Salvador
Salvador Abitino

Date: 2/1/2021

By: Dominique
Dominique Abitino

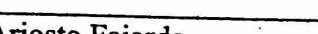
Date: 2/1/2021

PLAINTIFF:

By: 

Ricardo Ortiz Ortiz

Date: 1/25/21

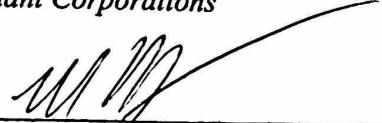
By: 

Ariosto Fajardo

Date: _____

DEFENDANTS:

Defendant Corporations

By: 

Abitino's Pizza 49th Street Corp.
(d/b/a Abitino's Pizzeria)

Date: 2/1/2021

By: 

Abitino's JFK, LLC
(d/b/a Abitino's Pizzeria)

Date: 2/1/2021

Individual Defendants

By: 

Mario Abitino

Date: 2/1/2021

By: 

Salvador Abitino

Date: 2/1/2021

By: 

Dominique Abitino

Date: 2/1/2021

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- x
RICARDO ORTIZ ORTIZ and ARIOSTO :
FAJARDO, :
: Plaintiff, :
-against- :
: ABITINO'S PIZZA 49TH STREET CORP. :
(D/B/A ABITINO'S PIZZERIA), ABITINO'S JFK, :
LLC (D/B/A ABITINO'S PIZZERIA), MARIO :
ABITINO, SALVADOR ABITINO, and :
DOMINIQUE ABITINO, :
: Defendants. :
----- x

Index No.:

AFFIDAVIT OF CONFESSION OF
JUDGMENT

STATE OF NEW YORK)
: ss.:
COUNTY OF)
1. I reside in Lichuan County.

2. I, Mario Abitino, am the President of Abitino's JFK LLC (d/b/a Abitino's Pizzeria). I am duly authorized to make this affidavit of confession of judgment on behalf of Abitino's JFK LLC. (d/b/a Abitino's Pizzeria).

3. Abitino's JFK LLC (d/b/a Abitino's Pizzeria), maintains its principal place of business in Queens County at John F. Kennedy Airport.

4. Pursuant to the terms of the Settlement Agreement and Release by and between Plaintiffs on the one hand, Abitino's Pizza 49th Street Corp. (d/b/a Abitino's Pizzeria), Abitino's JFK LLC (d/b/a Abitino's Pizzeria) and Mario Abitino, Salvador Abitino and Dominique Abitino, to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against Abitino's JFK LLC (d/b/a Abitino's Pizzeria) in favor of Plaintiffs for the sum of Eighteen Thousand Dollars and No Cents (\$18,000.00), less any payments made under the Settlement Agreement.

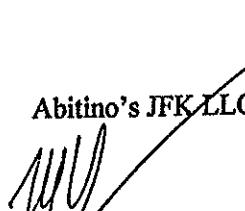
5. This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of Twelve Thousand Dollars and No Cents (\$12,000.00) to

Plaintiffs. The amount of this affidavit of confession of judgment represents the penalty amount of Six Thousand Dollars and No Cents (\$6,000.00) in addition to the settlement amount for a total Confession of Judgment amount in the sum of Eighteen Thousand Dollars and Zero Cents (\$18,000.00), less any payments made under the Settlement Agreement.

6. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

7. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York as a judgment for Eighteen Thousand Dollars and No Cents (\$18,000.00) (less any amounts already paid to Plaintiffs pursuant to the above schedule), against Abitino's JFK LLC (d/b/a Abitino's Pizzeria), jointly and severally with the confessions of judgment against Abitino's 49th Street Corp. (d/b/a Abitino's Pizzeria), Mario Abitino, Salvador Abitino and Dominique Abitino.

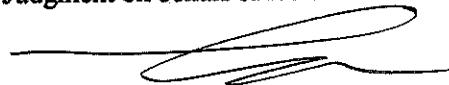
Abitino's JFK LLC

By: 

Mario Abitino
Title: President

STATE OF NY)
: ss.:

On 2/2/2021, before me personally came Mario Abitino, to me known, who, by me duly sworn, did depose and say that deponent resides at _____, that deponent is the President of Abitino's JFK LLC the party described herein, and that deponent executed the foregoing Affidavit of Confession of Judgment on behalf of Abitino's JFK LLC and was authorized to do so.


Notary Public

ANTHONY G. MANGO
NOTARY PUBLIC - STATE OF NEW YORK
NO. 02MA5025980
QUALIFIED IN SUFFOLK COUNTY 22
COMMISSION EXPIRES APRIL 4, 20____

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----x
RICARDO ORTIZ ORTIZ AND
ARIOSTO FAJARDO, *individually and on
behalf of others similarly situated,*

Index No.:

Plaintiff,
-against-

ABITINO'S PIZZA 49TH STREET CORP. :
(D/B/A ABITINO'S PIZZERIA), :
ABITINO'S JFK, LLC (D/B/A :
ABITINO'S PIZZERIA), MARIO :
ABITINO, SALVADOR ABITINO, and :
DOMINIQUE ABITINO, :

AFFIDAVIT OF CONFESSION OF
JUDGMENT

Defendants.

-----x

STATE OF NEW YORK)
: ss.:
COUNTY OF)

1. I, Dominique Abitino, reside in Ballard County.

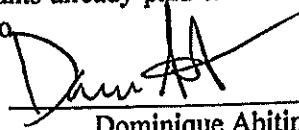
2. Pursuant to the terms of the Settlement Agreement and Release by and between Plaintiffs on the one hand, Abitino's Pizza 49th Street Corp. (d/b/a Abitino's Pizzeria), Abitino's JFK LLC (d/b/a Abitino's Pizzeria) and Mario Abitino, Salvador Abitino and Dominique Abitino, to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against myself, Dominique Abitino, in favor of Plaintiffs for the sum of Eighteen Thousand Dollars and No Cents (\$18,000.00), less any payments made under the Settlement Agreement.

3. This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of Twelve Thousand Dollars and No Cents (\$12,000.00) to Plaintiffs. The amount of this affidavit of confession of judgment represents the penalty amount of Six Thousand Dollars and No Cents (\$6,000.00) in addition to the settlement amount for a total Confession of Judgment amount in the sum of Eighteen Thousand Dollars and Zero Cents (\$18,000.00), less any payments made under the Settlement Agreement.

4. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and

entered in the Supreme Court of the State of New York as a judgment for Eighteen Thousand Dollars and No Cents (\$18,000.00) (less any amounts already paid to Plaintiffs pursuant to the above schedule), against myself, Dominique Abitino.



Dominique Abitino

Sworn to before me this
2nd day of February 2021


Notary Public

ANTHONY G. MANGO
NOTARY PUBLIC - STATE OF NEW YORK
NO. 02MA5025980
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES APRIL 4, 2022

EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- X
RICARDO ORTIZ ORTIZ and ARIOSTO
FAJARDO,

Index No.:

Plaintiff,
-against-

ABITINO'S PIZZA 49TH STREET CORP.
(D/B/A ABITINO'S PIZZERIA), ABITINO'S JFK,
LLC (D/B/A ABITINO'S PIZZERIA), MARIO
ABITINO, SALVADOR ABITINO, and
DOMINIQUE ABITINO,

AFFIDAVIT OF CONFESSION OF
JUDGMENT

Defendants.
----- X

STATE OF NEW YORK)
: ss.:
COUNTY OF)

1. I reside in Rochester County.

2. I, Mario Abitino, am the President Abitino's Pizza 49th Street Corp. (d/b/a Abitino's Pizzeria). I am duly authorized to make this affidavit of confession of judgment on behalf of Abitino's Pizza 49th Street Corp. (d/b/a Abitino's Pizzeria).

3. Abitino's Pizza 49th Street Corp. (d/b/a Abitino's Pizzeria), maintains its principal place of business in New York County at 936 Second Avenue, New York, New York 10022.

4. Pursuant to the terms of the Settlement Agreement and Release by and between Plaintiffs on the one hand, Abitino's Pizza 49th Street Corp. (d/b/a Abitino's Pizzeria), and Mario Abitino, Salvador Abitino and Dominique Abitino, to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against Abitino's Pizza 49th Street Corp. (d/b/a Abitino's Pizzeria) in favor of Plaintiffs for the sum of Eighteen Thousand Dollars and No Cents (\$18,000.00), less any payments made under the Settlement Agreement.

5. This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of Twelve Thousand Dollars and No Cents (\$12,000.00) to Plaintiffs. The amount of this affidavit of confession of judgment represents the penalty amount of Six Thousand Dollars and No Cents (\$6,000.00) in addition to the settlement amount for a total Confession of Judgment amount in the sum of Eighteen Thousand Dollars and Zero Cents (\$18,000.00), less any payments made under the Settlement Agreement.

6. This affidavit is made upon good and valuable consideration, the sufficiency of

which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

7. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York as a judgment for Eighteen Thousand Dollars and No Cents (\$18,000.00) (less any amounts already paid to Plaintiffs pursuant to the above schedule), against Abitino's Pizza 49th Street Corp. (d/b/a Abitino's Pizzeria), jointly and severally with the confessions of judgment against Abitino's JFK LLC (d/b/a Abitino's Pizzeria), Mario Abitino, Salvador Abitino and Dominique Abitino.

Abitino's Pizza 49th Street Corp.

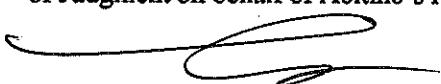
By: 

Mario Abitino

Title: President

STATE OF NY)
: ss.:

On 1st of Feb, 2019, before me personally came Mario Abitino, to me known, who, by me duly sworn, did depose and say that deponent resides at _____, that deponent is the President of Abitino's Pizza 49th Street Corp. the party described herein, and that deponent executed the foregoing Affidavit of Confession of Judgment on behalf of Abitino's Pizza 49th Street Corp. and was authorized to do so.


Notary Public

ANTHONY G. MANGO
NOTARY PUBLIC - STATE OF NEW YORK
NO. 02MA5025980
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES APRIL 4, 2022

EXHIBIT D

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- X
RICARDO ORTIZ ORTIZ and ARIOSTO
FAJARDO,

Plaintiff,

-against-

ABITINO'S PIZZA 49TH STREET CORP.
(D/B/A ABITINO'S PIZZERIA), ABITINO'S
JFK LLC (D/B/A ABITINO'S PIZZERIA)
MARIO ABITINO, SALVADOR ABITINO,
and DOMINIQUE ABITINO,

Defendants.

Index No.:

AFFIDAVIT OF CONFESSION OF
JUDGMENT

STATE OF NEW YORK)
: ss.:
COUNTY OF)

1. I, Mario Abitino, reside in Richmon County.

2. Pursuant to the terms of the Settlement Agreement and Release by and between Plaintiffs on the one hand, Abitino's Pizza 49th Street Corp. (d/b/a Abitino's Pizzeria), Abitino's JFK LLC (d/b/a Abitino's Pizzeria), Abitino's JFK LLC (d/b/a Abitino's Pizzeria), and Mario Abitino, Salvador Abitino and Dominique Abitino, to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against myself, Mario Abitino, in favor of Plaintiffs for the sum of Eighteen Thousand Dollars and No Cents (\$18,000.00), less any payments made under the Settlement Agreement.

3. This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of Twelve Thousand Dollars and No Cents (\$12,000.00) to Plaintiffs. The amount of this affidavit of confession of judgment represents the penalty amount of Six Thousand Dollars and No Cents (\$6,000.00) in addition to the settlement amount for a total Confession of Judgment amount in the sum of Eighteen Thousand Dollars and Zero Cents (\$18,000.00), less any payments made under the Settlement Agreement.

4. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and

entered in the Supreme Court of the State of New York as a judgment for Eighteen Thousand Dollars and No Cents (\$18,000.00) (less any amounts already paid to Plaintiffs pursuant to the above schedule), against myself, Mario Abitino.



Mario Abitino

Sworn to before me this
1st day of February 2019



Notary Public

ANTHONY G. MANGO
NOTARY PUBLIC - STATE OF NEW YORK
NO. 02MA5025980
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES APRIL 4, 2021

EXHIBIT E

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- X
RICARDO ORTIZ ORTIZ AND :
ARIOSTO FAJARDO, :
Plaintiff, :
-against- :
ABITINO'S PIZZA 49TH STREET CORP. :
(D/B/A ABITINO'S PIZZERIA), :
ABITINO'S JFK, LLC (D/B/A :
ABITINO'S PIZZERIA), MARIO :
ABITINO, SALVADOR ABITINO, and :
DOMINIQUE ABITINO, :
Defendants.
----- X

Index No.:

AFFIDAVIT OF CONFESSION OF
JUDGMENT

STATE OF NEW YORK)
: ss.:
COUNTY OF)

1. I, Salvador Abitino, reside in Kings County.

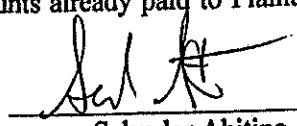
2. Pursuant to the terms of the Settlement Agreement and Release by and between Plaintiffs on the one hand, Abitino's Pizza 49th Street Corp. (d/b/a Abitino's Pizzeria), Abitino's JFK LLC (d/b/a Abitino's Pizzeria), and Mario Abitino, Salvador Abitino and Dominique Abitino, to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against myself, Salvador Abitino, in favor of Plaintiffs for the sum of Eighteen Thousand Dollars and No Cents (\$18,000.00), less any payments made under the Settlement Agreement.

3. This affidavit of confession of judgment is for a debt justly due to Plaintiffs under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of Twelve Thousand Dollars and No Cents (\$12,000.00) to Plaintiffs. The amount of this affidavit of confession of judgment represents the penalty amount of Six Thousand Dollars and No Cents (\$6,000.00) in addition to the settlement amount for a total Confession of Judgment amount in the sum of Eighteen Thousand Dollars and Zero Cents (\$18,000.00), less any payments made under the Settlement Agreement.

4. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York as a judgment for Eighteen Thousand

Dollars and No Cents (\$18,000.00) (less any amounts already paid to Plaintiffs pursuant to the above schedule), against myself, Salvador Abitino.



Salvador Abitino

Sworn to before me this
2nd day of February 2021


Notary Public

ANTHONY G. MANGO
NOTARY PUBLIC - STATE OF NEW YORK
NO. 02MA5025980
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES APRIL 4, 2022